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12 WEST HILLS HOSPITAL

13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT

15 SOFIA BERAUD,

16 Plaintiff,

17 v.

18 WEST HILLS HOSPITAL, WEST
19 HILLS HOSP & MC, and DOES 1 to
20 100, inclusive,

21 Defendants.

Case No. CV-22-06048-ODW (JEMx)

**STIPULATED PROTECTIVE
ORDER**

22 1. A. PURPOSES AND LIMITATIONS

23 Discovery in this action may involve production of confidential, proprietary,
24 or private information for which special protection from public disclosure and from
25 use for any purpose other than prosecuting this arbitration may be warranted.

26 Accordingly, the parties hereby stipulate to enter the following Stipulated
27 Protective Order. The parties acknowledge that this Order does not confer blanket
28 protections on all disclosures or responses to discovery and that the protection it
affords from public disclosure and use extends only to the limited information or
items that are entitled to confidential treatment under the applicable legal
principles.

1 B. GOOD CAUSE STATEMENT

2 This action may involve trade secrets, patient health information,
 3 commercial, financial, technical and/or proprietary information for which special
 4 protection from public disclosure and from use for any purpose other than
 5 prosecution of this action is warranted. Such confidential and proprietary materials
 6 and information consist of, among other things, confidential business or financial
 7 information, information regarding confidential business practices, or other
 8 confidential research, development, or commercial information (including
 9 information implicating privacy rights of third parties), information otherwise
 10 generally unavailable to the public, or which may be privileged or otherwise
 11 protected from disclosure under state or federal statutes, court rules, case decisions,
 12 or common law. Accordingly, to expedite the flow of information, to facilitate the
 13 prompt resolution of disputes over confidentiality of discovery materials, to
 14 adequately protect information the parties are entitled to keep confidential, to
 15 ensure that the parties are permitted reasonable necessary uses of such material in
 16 preparation for and in the conduct of trial, to address their handling at the end of the
 17 arbitration, and serve the ends of justice, a protective order for such information is
 18 justified in this matter. It is the intent of the parties that information will not be
 19 designated as confidential for tactical reasons and that nothing be so designated
 20 without a good faith belief that it has been maintained in a confidential, non-public
 21 manner, and there is good cause why it should not be part of the public record of
 22 this case.

23 2. DEFINITIONS

24 2.1 Action: This pending lawsuit.

25 2.2 Challenging Party: a Party or Non-Party that challenges the designation
 26 of information or items under this Order.

27 2.3 "CONFIDENTIAL" Information or Items: information (regardless of
 28 how it is generated, stored or maintained) or tangible things that qualify for

1 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
2 the Good Cause Statement.

3 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
4 support staff).

5 2.5 Designating Party: a Party or Non-Party that designates information or
6 items that it produces in disclosures or in responses to discovery as
7 “CONFIDENTIAL.”

8 2.6 Disclosure or Discovery Material: all items or information, regardless of
9 the medium or manner in which it is generated, stored, or maintained (including,
10 among other things, testimony, transcripts, and tangible things), that are produced
11 or generated in disclosures or responses to discovery in this matter.

12 2.7 Expert: a person with specialized knowledge or experience in a matter
13 pertinent to the arbitration who has been retained by a Party or its counsel to serve
14 as an expert witness or as a consultant in this Action.

15 2.8 House Counsel: attorneys who are employees of a party to this Action.
16 House Counsel does not include Outside Counsel of Record or any other outside
17 counsel.

18 2.9 Non-Party: any natural person, partnership, corporation, association, or
19 other legal entity not named as a Party to this action.

20 2.10 Outside Counsel of Record: attorneys who are not employees of a party
21 to this Action but are retained to represent or advise a party to this Action and have
22 appeared in this Action on behalf of that party or are affiliated with a law firm
23 which has appeared on behalf of that party, and includes support staff.

24 2.11 Party: any party to this Action, including all of its officers, directors,
25 employees, consultants, retained experts, and Outside Counsel of Record (and their
26 support staffs).

27 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
28 Discovery Material in this Action.

1 2.13 Professional Vendors: persons or entities that provide litigation support
 2 services (e.g., photocopying, videotaping, translating, preparing exhibits or
 3 demonstrations, and organizing, storing, or retrieving data in any form or medium)
 4 and their employees and subcontractors.

5 2.14 Protected Material: any Disclosure or Discovery Material that is
 6 designated as “CONFIDENTIAL.”

7 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
 8 from a Producing Party.

9 3. SCOPE

10 The protections conferred by this Stipulation and Order cover not only
 11 Protected Material (as defined above), but also (1) any information copied or
 12 extracted from Protected Material; (2) all copies, excerpts, summaries, or
 13 compilations of Protected Material; and (3) any testimony, conversations, or
 14 presentations by Parties or their Counsel that might reveal Protected Material. Any
 15 use of Protected Material at trial shall be governed by the orders of the trial judge.
 16 This Order does not govern the use of Protected Material at trial.

17 4. DURATION

18 Even after final disposition of this Action, the confidentiality obligations
 19 imposed by this Order shall remain in effect until a Designating Party agrees
 20 otherwise in writing or a court order otherwise directs. Final disposition shall be
 21 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
 22 with or without prejudice; and (2) final judgment herein after the completion and
 23 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
 24 including the time limits for filing any motions or applications for extension of time
 25 pursuant to applicable law.

26 5. DESIGNATING PROTECTED MATERIAL

27 5.1 Exercise of Restraint and Care in Designating Material for Protection.
 28 Each Party or Non-Party that designates information or items for protection under

1 this Order must take care to limit any such designation to specific material that
 2 qualifies under the appropriate standards. The Designating Party must designate for
 3 protection only those parts of material, documents, items, or oral or written
 4 communications that qualify so that other portions of the material, documents,
 5 items, or communications for which protection is not warranted are not swept
 6 unjustifiably within the ambit of this Order. Mass, indiscriminate, or routinized
 7 designations are prohibited. Designations that are shown to be clearly unjustified or
 8 that have been made for an improper purpose (e.g., to unnecessarily encumber the
 9 case development process or to impose unnecessary expenses and burdens on other
 10 parties) may expose the Designating Party to sanctions. If it comes to a Designating
 11 Party's attention that information or items that it designated for protection do not
 12 qualify for protection, that Designating Party must promptly notify all other Parties
 13 that it is withdrawing the inapplicable designation.

14 5.2 Manner and Timing of Designations. Except as otherwise provided in
 15 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
 16 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
 17 under this Order must be clearly so designated before the material is disclosed or
 18 produced. Designation in conformity with this Order requires: (a) for information in
 19 documentary form (e.g., paper or electronic documents, but excluding transcripts of
 20 depositions or other pretrial or trial proceedings), that the Producing Party affix at a
 21 minimum, the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL
 22 legend"), to each page that contains protected material. If only a portion or portions
 23 of the material on a page qualifies for protection, the Producing Party also must
 24 clearly identify the protected portion(s) (e.g., by making appropriate markings in
 25 the margins). A Party or Non-Party that makes original documents available for
 26 inspection need not designate them for protection until after the inspecting Party
 27 has indicated which documents it would like copied and produced. During the
 28 inspection and before the designation, all of the material made available for

inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins). (b) for testimony given in depositions that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony. (c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

6.3 The burden of persuasion in any such challenge proceeding shall be on

1 the Designating Party. Frivolous challenges, and those made for an improper
 2 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
 3 parties) may expose the Challenging Party to sanctions. Unless the Designating
 4 Party has waived or withdrawn the confidentiality designation, all parties shall
 5 continue to afford the material in question the level of protection to which it is
 6 entitled under the Producing Party's designation until the Court rules on the
 7 challenge.

8 7. ACCESS TO AND USE OF PROTECTED MATERIAL

9 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 10 disclosed or produced by another Party or by a Non-Party in connection with this
 11 Action only for prosecuting, defending, or attempting to settle this Action. Such
 12 Protected Material may be disclosed only to the categories of persons and under the
 13 conditions described in this Order. When the Action has been terminated, a
 14 Receiving Party must comply with the provisions of section 13 below (FINAL
 15 DISPOSITION). Protected Material must be stored and maintained by a Receiving
 16 Party at a location and in a secure manner that ensures that access is limited to the
 17 persons authorized under this Order.

18 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
 19 otherwise ordered by the court or permitted in writing by the Designating Party, a
 20 Receiving Party may disclose any information or item designated
 21 "CONFIDENTIAL" only to:

22 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
 23 as employees of said Outside Counsel of Record to whom it is reasonably necessary
 24 to disclose the information for this Action;

25 (b) the officers, directors, and employees (including House Counsel) of the
 26 Receiving Party to whom disclosure is reasonably necessary for this Action;

27 (c) Experts (as defined in this Order) of the Receiving Party to whom
 28 disclosure is reasonably necessary for this Action and who have signed the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

2 (d) the court and its personnel;

3 (e) court reporters and their staff;

4 (f) professional jury or trial consultants, mock jurors, and Professional

5 Vendors to whom disclosure is reasonably necessary for this Action and who have
6 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

7 (g) the author or recipient of a document containing the information or a
8 custodian or other person who otherwise possessed or knew the information;

9 (h) during their depositions, witnesses, and attorneys for witnesses, in the
10 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
11 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they
12 will not be permitted to keep any confidential information unless they sign the
13 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
14 agreed by the Designating Party or ordered by the court. Pages of transcribed
15 deposition testimony or exhibits to depositions that reveal Protected Material may
16 be separately bound by the court reporter and may not be disclosed to anyone
17 except as permitted under this Stipulated Protective Order; and

18 (i) any mediator or settlement officer, and their supporting personnel,
19 mutually agreed upon by any of the parties engaged in settlement discussions.

20 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
21 IN OTHER LITIGATION

22 If a Party is served with a subpoena or a court order issued in other litigation
23 that compels disclosure of any information or items designated in this Action as
24 “CONFIDENTIAL,” that Party must:

25 (a) promptly notify in writing the Designating Party. Such notification shall
26 include a copy of the subpoena or court order;

27 (b) promptly notify in writing the party who caused the subpoena or order to
28 issue in the other litigation that some or all of the material covered by the subpoena

1 or order is subject to this Protective Order. Such notification shall include a copy of
2 this Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be pursued
4 by the Designating Party whose Protected Material may be affected. If the
5 Designating Party timely seeks a protective order, the Party served with the
6 subpoena or court order shall not produce any information designated in this action
7 as "CONFIDENTIAL" before a determination by the court from which the
8 subpoena or order issued, unless the Party has obtained the Designating Party's
9 permission. The Designating Party shall bear the burden and expense of seeking
10 protection in that court of its confidential material and nothing in these provisions
11 should be construed as authorizing or encouraging a Receiving Party in this Action
12 to disobey a lawful directive from another court.

13 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
14 PRODUCED IN THIS LITIGATION

15 (a) The terms of this Order are applicable to information produced by a
16 Non-Party in this Action and designated as "CONFIDENTIAL." Such information
17 produced by Non-Parties in connection with this litigation is protected by the
18 remedies and relief provided by this Order. Nothing in these provisions should be
19 construed as prohibiting a Non-Party from seeking additional protections.

20 (b) In the event that a Party is required, by a valid discovery request, to
21 produce a Non-Party's confidential information in its possession, and the Party is
22 subject to an agreement with the Non-Party not to produce the Non-Party's
23 confidential information, then the Party shall: (1) promptly notify in writing the
24 Requesting Party and the Non-Party that some or all of the information requested is
25 subject to a confidentiality agreement with a Non-Party; (2) promptly provide the
26 Non-Party with a copy of the Stipulated Protective Order in this Action, the
27 relevant discovery request(s), and a reasonably specific description of the
28 information requested; and (3) make the information requested available for

1 inspection by the Non-Party, if requested.

2 (c) If the Non-Party fails to seek a protective order from this court within
3 14 days of receiving the notice and accompanying information, the Receiving Party
4 may produce the Non-Party's confidential information responsive to the discovery
5 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
6 not produce any information in its possession or control that is subject to the
7 confidentiality agreement with the Non-Party before a determination by the court.
8 Absent an court order to the contrary, the Non-Party shall bear the burden and
9 expense of seeking protection in this court of its Protected Material.

10 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

11 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
12 Protected Material to any person or in any circumstance not authorized under this
13 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
14 writing the Designating Party of the unauthorized disclosures, (b) use its best
15 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the
16 person or persons to whom unauthorized disclosures were made of all the terms of
17 this Order, and (d) request such person or persons to execute the "Acknowledgment
18 and Agreement to Be Bound" that is attached hereto as Exhibit A.

19 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE 20 PROTECTED MATERIAL

21 When a Producing Party gives notice to Receiving Parties that certain
22 inadvertently produced material is subject to a claim of privilege or other
23 protection, the obligations of the Receiving Parties are those set forth in Federal
24 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
25 whatever procedure may be established in an e-discovery order that provides for
26 production without prior privilege review. Pursuant to Federal Rule of Evidence
27 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
28 of a communication or information covered by the attorney-client privilege or work

1 product protection, the parties may incorporate their agreement in the stipulated
 2 protective order submitted to the court.

3 12. MISCELLANEOUS

4 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
 5 person to seek its modification by the court in the future.

6 12.2 Right to Assert Other Objections. By stipulating to the entry of this
 7 Protective Order no Party waives any right it otherwise would have to object to
 8 disclosing or producing any information or item on any ground not addressed in
 9 this Stipulated Protective Order. Similarly, no Party waives any right to object on
 10 any ground to use in evidence of any of the material covered by this Protective
 11 Order.

12 12.3 Filing Protected Material. A Party that seeks to file under seal any
 13 Protected Material must comply with Civil Local Rule 79-5. Protected Material
 14 may only be filed under seal pursuant to a court order authorizing the sealing of the
 15 specific Protected Material at issue. If a Party's request to file Protected Material
 16 under seal is denied by the Court, then the Receiving Party may file the information
 17 in the public record unless otherwise instructed by the Court.

18 13. FINAL DISPOSITION

19 After the final disposition of this Action, as defined in paragraph 4, within 60
 20 days of a written request by the Designating Party, each Receiving Party must
 21 return all Protected Material to the Producing Party or destroy such material. As
 22 used in this subdivision, "all Protected Material" includes all copies, abstracts,
 23 compilations, summaries, and any other format reproducing or capturing any of the
 24 Protected Material. Whether the Protected Material is returned or destroyed, the
 25 Receiving Party must submit a written certification to the Producing Party (and, if
 26 not the same person or entity, to the Designating Party) by the 60 day deadline that
 27 (1) identifies (by category, where appropriate) all the Protected Material that was
 28 returned or destroyed and (2) affirms that the Receiving Party has not retained any

1 copies, abstracts, compilations, summaries or any other format reproducing or
 2 capturing any of the Protected Material. Notwithstanding this provision, Counsel
 3 are entitled to retain an archival copy of all pleadings, motion papers, trial,
 4 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
 5 and trial exhibits, expert reports, attorney work product, and consultant and expert
 6 work product, even if such materials contain Protected Material. Any such archival
 7 copies that contain or constitute Protected Material remain subject to this Protective
 8 Order as set forth in Section 4 (DURATION). Any violation of this Order may be
 9 punished by any and all appropriate measures including, without limitation,
 10 contempt proceedings and/or monetary sanctions.

11 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

12 DATED October 17, 2022

13 Gloria Tumanyan, Esq.

14 Attorneys for Plaintiff

15
 16 DATED: October 18, 2022

17 /s/ Jenny S. Choi

18 Attorneys for Defendant

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 20 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

21 DATED: 10/20/22

22 John E. McDermott

23 JOHN E. MCDERMOTT, U.S. Magistrate Judge

24 United States District Judge

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Attestation

I hereby attest that Gloria Tumanyan of Tumanyan Law Firm, PC, who is counsel for Plaintiff, on whose behalf this filing is jointly submitted, has concurred in this filing content and has authorized me to file this document.

By: /s/ Jenny S. Choi
Jenny S. Choi

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury
 that I have read in its entirety and understand the Stipulated Protective Order that
 was issued by the United States District Court for the Central District of California
 on _____ [date] in the case of *Sofia Beraud v. West Hills Hospital, et al.*,
 Case No. cv-22-06048. I agree to comply with and to be bound by all the terms of
 this Stipulated Protective Order and I understand and acknowledge that failure to so
 comply could expose me to sanctions and punishment in the nature of contempt. I
 solemnly promise that I will not disclose in any manner any information or item
 that is subject to this Stipulated Protective Order to any person or entity except in
 strict compliance with the provisions of this Order. I further agree to submit to the
 jurisdiction of the United States District Court for the Central District of California
 for the purpose of enforcing the terms of this Stipulated Protective Order, even if
 such enforcement proceedings occur after termination of this action. I hereby
 appoint _____ [print or type full name] of
 _____ [print or type full address and
 telephone number] as my California agent for service of process in connection with
 this action or any proceedings related to enforcement of this Stipulated Protective
 Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____